



DEPARTMENT OF GENERAL SERVICES

Office of Fleet Administration • 802 Q Street • Sacramento, California 95814-6422

TRAVEL AGENCY REQUEST FOR QUALIFICATIONS

Request No: RFQ DGS OFA TA 02

Complete Description of Travel Agency Services

This RFQ is a solicitation by the State of California for travel agencies interested in providing services for use by state employees for official government travel. It is the State's intention to issue authorizations to qualified travel agencies agreeing to the terms of this Request for Qualifications. This solicitation is not a competitive procurement, and the State makes no guarantee of business to any recipient of an authorization certificate.

The period of this authorization will extend from **July 1, 2002 through June 30, 2003**. At the expiration of the authorization period resulting from this RFQ, the State may request two (2) one (1) year extensions of the authorization period. All other terms and conditions and rates shall remain the same.

From this solicitation, an authorized travel agency listing will be developed, published and distributed to all state agencies, California State University System (CSU), University of California System (UC) and the California Community Colleges.

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STATE OF CALIFORNIA REQUEST FOR QUALIFICATIONS TRAVEL AGENCY SERVICES

SECTION I

GOALS, BACKGROUND, OVERVIEW, AND BENEFITS

Goals: The State's primary goal in issuing this Request for Qualification (RFQ) is to extend the travel dollars it spends by increasing the efficiency and economy of its travel expenditures. The State seeks to obtain the most economical rates currently available from travel suppliers, particularly by using those travel suppliers that have contracts with the State. Authorized travel agencies will be required, when applicable, to utilize airlines and rental vehicle contracts awarded by the State to reduce travel expenditures.

Background: The State of California's annual expenditure for official travel and related services is estimated to be \$200 million of which \$60-\$70 million is spent for airlines, \$20 million is spent for commercial car rentals and the remainder for allowances for meals, lodging, and business expenses. Owing to this volume, the State has sought and now expects to receive considerations and benefits for its annual expenditures from travel providers normally available to volume purchasers of travel.

Overview: The State seeks to work with travel agents providing services to state agencies, California State University System (CSU), University of California System (UC), and the California Community Colleges through the coordinated efforts of the Statewide Travel Management Program in the Department of General Services, Office of Fleet Administration and the State's travel card provider, American Express Travel Related Services.

As the State's travel card provider, American Express can furnish state employees with travel charge cards and can establish centrally billed airfare accounts or "Business Travel Accounts (BTAs)." A BTA is designated to consolidate a state department's airline charges into one centrally billed "cardless" account controlled by the state department and the department's travel agency. In addition, the car rental business travel account is designated to consolidate a state department's rental car charges into one centrally billed "cardless" account. These projects aim to use the American Express Corporate Travel System as a comprehensive travel information reporting system. Consequently, the State and American Express will work together with travel agencies throughout the State of California to establish such a system. The State intends to centralize its travel information gathering, yet keep the purchasing of travel services decentralized.

This collaborative effort will begin with the issuance of State Authorizations to travel agencies serving the State. This RFQ will establish a pool of travel agencies to provide service to state employees. Non exclusive agreements will be provided to every qualified agency desiring to do business with the Office of Fleet Administration. Any travel agency agreeing to the terms of this RFQ will receive a State Authorization. All travel agencies agreeing to meet the standards set forth in this RFQ will be eligible to provide business travel services to state departments. The State makes no guarantee of business to any recipient of an authorization. Terms of the RFQ Response will be binding on the authorized travel agency when that agency provides services to the State.

The Statewide Travel Management Program will issue a list of all travel agencies authorized to provide services as a result of this RFQ. State agencies and CSU, UC and Community College Systems will then select the travel agency or agencies required to serve their travel needs. The Statewide Travel Management Program expects to solicit and authorize travel agencies periodically.

Vendors seeking first-time authorization will be required to send outside sales staff for training in June 2002. Recurrent authorization training will be conducted in June 2002 if necessary. A training schedule for outside sales staff will be mailed to authorized vendors in May 2002.

This RFQ solicits travel agencies to provide services to officers and employees of the Executive Branch of California State Government and the California State University System (CSU), the University of California System (UC) and the California Community College System. **Additional Users** of Authorized travel agencies shall be: **Non-Salaried** – Persons who are on official state business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards, and wards of the State); **Elected Constitutional Officers** – Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers; **State Legislative Branch** – Members of the State Senate, Members of the State Assembly, and Legislative staff members; **State Judicial Branch** – Justices, officers, and employees of the Supreme Court of California, the Courts of Appeals, the Judicial Council, and Trial and Superior Courts; and **Executive Protection** – Persons providing executive protection to anyone authorized to use an authorized travel agency. All mentioned above may request services from authorized travel agencies under the terms and conditions of this agreement.

Most state agencies have their headquarters in Sacramento and the majority of state travel is arranged and controlled in Sacramento. The state estimates that official travel booked in four metropolitan areas as follows: 77 percent in Sacramento, 8 percent in San Francisco, 6 percent in Los Angeles and 4 percent in San Diego. Approximately 5 percent is booked throughout central and northern California. This does not account for the CSU, UC and Community Colleges.

Benefits: By granting State Authorizations to travel agencies for travel services, the State intends to:

1. Provide state agencies with a choice of qualified travel agencies statewide.
2. Encourage the use of available technology provided by travel agencies.
3. Effectively demonstrate compliance by state travelers on contract fares by obtaining consolidated management information reports through the cooperation of American Express and travel agencies servicing the State.
4. Assist State employees to use the most efficient and economical airline reservation services.
5. Simplify travel agency reporting.
6. Guide State agencies to control distribution cost by limiting the number of travel agencies they select.

Future Plans: The Statewide Travel Management Program continues to assess the use of an automated booking system provider. If the State finds it to its advantage, it may enter into an agreement with an automated booking system (ABS) that would compete with our travel agency service providers. While no firm commitments have been made, the State continues to assess these ABS providers and may name a single provider that would serve all State agencies. The naming of an ABS provider will not alter the agreements that the State will have made with its travel agency service providers. Rather the ABS provider will compete with those providers as if it were simply another provider chosen by each State agency.

SECTION II

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the

performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the

Business and Professions Code.
2). "Public purchasing body" means the State, the subdivision, or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ORGANIZING: For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is

to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

19. Vendor Response Form: Vendors must complete, sign and return a Vendor Response Form and all required attachments. The Vendor Response Form shall be signed by an individual who is authorized to bind the vendor contractually. The signature must indicate the title or position that the individual holds in the firm. An unsigned form will be rejected. Vendors should not rely on verbal statements that alter any specification or any term or condition of the RFQ. RFQ responses must be submitted without conditions.

20. Late Requests For Qualifications: Late responses to the RFQ will not be accepted or considered. It is the responsibility of the respondent (herein vendor) to ensure that vendor's response arrives on time to the place indicated in this RFQ. Telephone or FAX responses will not be accepted. The State reserves the right to consider requests for qualifications periodically.

21. Specifications: Specifications are provided to identify the service required and to establish an acceptable quality level. The State agencies selecting travel agencies will be the sole judge in determining comparable levels of service and quality in all offers.

22. Non-Exclusive Agreement: The State shall have the right to go outside of this agreement to obtain similar services from another source when necessary to meet requirements of using agencies.

23. Multiple Awards: In order to ensure adequate service levels and coverage of state agency requirements, a state agency may select and use multiple travel agencies.

24. Existing Contracts: Some client agencies (department, offices, SCU, UC and Community College campuses) have existing contracts with various travel agencies. Subject to the terms of the contract, the state agency or campus must revise their language to be in compliance with the terms and conditions pursuant to this RFQ. Vendors that are issued a Certificate of Authorization under this solicitation shall report services provided to the Statewide Travel Management Program. Reporting shall be consistent with the reports required for this RFQ.

25. News Releases: News releases pertaining to the agreement resulting from this RFQ shall not be made without prior written approval of the Office of Fleet Administration.

26. Use of State Employees Names: Vendors agree not to use the names and addresses of State of California employees for any purpose not directly related to, and necessary for, providing travel agency services to state agencies.

27. Payee Data Record: Each vendor shall prepare, sign and return with the Vendor Response Form a Payee Data Record, STD 204, provided in this RFQ.

CONTRACTOR CERTIFICATION CLAUSES

CCC201

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. **UNION ORGANIZING** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote, or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a

contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

SECTION III

STATEMENT OF WORK

By responding to this Request for Qualifications and receiving a State Authorization, travel agencies (Vendors) desiring to do business with the State agree to comply fully with the following policies and practices.

A. Policy: The State seeks to obtain the most economical rates for official State government travel. Methods the State requires of vendors holding State Authorization are:

1. Use of any State or agency negotiated contract rates for common carriers, car rental agencies and hotels.
2. If no common carrier contract applies, use of lowest available airfares to include lesser fares that may become available through wait-list procedures, use of least expensive routing and ticketing practices, use of delays en route not greater than two (2) hours.
3. With regard to type of airline ticket, use of standard coach under the following terms only: if only standard coach is available by virtue of weekday travel or the date requested, before accepting this class of service, travelers should investigate alternate routings or alternate dates of travel, if such change would not prove detrimental to the conduct of the State's business.
4. Use by the state agencies and state travelers of charter airlines service in coordination with the needs of the State upon request of the client agency, following the provisions of the State Administrative Manual (SAM), Section 0743, to be provided to authorized vendors.
5. Use of conference negotiated airfares only if less than any contract airfares or less than any other available airfares at time of making reservations.
6. Use of conference negotiated lodging rates if preferred by traveler, use of lodging rate afforded by any in-state travel lodging lists or other property identified by the traveler.
7. Use of the Statewide Travel Management Program rules and the State's fiscal rules on travel shall be provided by the Statewide Travel Management Program via management memo or website.
8. Services to be provided to state agencies are available to all eligible officers and employees of those agencies. Services will also be made available to persons traveling on behalf of the State when ordered directly by a state agency and paid by the State.
9. Use of available and developing technology to further automate the ordering of travel services and to maximize the potential of the State's investment in electronic commerce and Internet servers and software.

B. Procedures: Vendors doing business with the State are expected to have the capacity to conform to standard industry practices and procedures. These capacities at a minimum include:

1. Vendors must make reservations, issue and deliver tickets (if ticketless not available) for both domestic and international travel.
2. At time of reservation, vendor shall ask the traveler if he or she requires special accommodations and include requests for special accommodations in travelers' profiles. The Statewide Travel Management Program will assist vendors to meet the needs of all state travelers by collecting and distributing information about companies that provide hard to find special accommodations.

3. If the State so requires, vendors, prior to ticketing, must obtain accounting information from the traveler or the travelers' agency and enter this information into the Passenger Name record (PNR).
4. Vendors must make adjustments for any changes in airline, train, ship or bus schedules. Tickets and billings must be modified to reflect these changes.
5. Vendors must agree to set up through the State and American Express a separate centrally billed account, a **Business Travel Account (BTA)**, for air and rail travel, and car rental for each state agency they serve.
6. The travel agency must send a monthly reconciliation statement/report with charges and/or credits to every state agency served. These reconciliation reports must meet each state agency's information specifications and must be reconciled with and adjusted to a statement from the provider of the centrally billed account (American Express) and the travel agency's own records. If a travel agency has no activity for a State agency, it must nonetheless send a reconciliation report so indicating. Every report must include a header that identifies the travel agency thoroughly by providing the following: Travel agency name, contact, telephone, fax, ARC number, FEIN (TIN), report run date and report period. Depending upon the travel agency's capabilities and the capacities of the state agencies, the travel agency must reconcile its account by use of electronic, magnetic tape, floppy disk or hard copy data.
7. For credits due, vendors must refund in the form of a credit card refund notice or other industry accepted methods with the refund applied to the State agency account. Vendors must credit any cancellation for travel services charged against a state agency's BTA account on the day of cancellation so that invoices reflect all charges and credits up to the date of the billing from American Express.
8. Vendors shall work with state agencies and American Express to support fiscal year accounting. For the month of July, reconciliation reports should reflect to the greatest extent possible travel that occurred through that last day of June of that particular year.
9. Vendors agree to exercise their best efforts and cooperation to effect an orderly and efficient transition to a successor. At the request of a state agency, vendors will furnish phase out services for up to 30 working days and negotiate in good faith a plan with a successor to determine the nature and extent of phase in, phase out services required. At its discretion, the State may reduce, but not extend, the transition period. Travelers profiles are the property of the State and must be provided in both written and data form upon request.
10. At vendor's cost, vendor will obtain and keep in force all licenses and permits required to provide travel agency services. In addition to the bond or letter of credit necessary for accreditation by the ARC, vendor should carry bonding to protect against misuse, fraud, error or omission by travel agency employees. Vendors who carry bonding in addition to the requirements of the ARC, will provide proof of this bonding to a state agency at the time they agree to provide services and on an annual basis.
11. Without exception, vendors must provide E-Tickets to any state agency as prescribed by that state agency, adhere to that state agency's payment procedures and defer to that state agency's judgement in all matter of travel policy.
12. Vendors must book travel services with airlines and car rental vendors with which the State has negotiated contract rates instead of using preferred providers agreements. Vendors shall book contract car rental rates whenever possible because the rates are inclusive of Loss Damage Waiver and Third Party Liability insurance. Vendors shall confirm the pick-up and drop-off locations, the time, date and rate at which a reservation is made and include this information on the travelers' itinerary. State agencies may require

appropriate documentation on traveler itinerary for exceptions to the booking of contract car rental rates.

13. If a preferred provider agreement yields an airfare lower than a State contract fare an exception is allowable only if the rate is available to the general public. Such exceptions require appropriate documentation on traveler itinerary. Some state agencies may request that vendors provide documentation on the traveler itinerary for each traveler that refuses the lowest available fare, and the reason for that refusal.
14. State contracted airfares are subject to change annually on July 1. Vendors must book at the contract fare as detailed in official Management Memorandum, of which copies will be distributed to authorized vendors in June for airfares effective July 1.
15. If no contract airfare applies, vendors must use the lowest applicable fare to be defined as the lowest available fare for the particular destination sought and within the travelers required time frame at the time of booking and subsequently at the time of ticketing.
 - An alternate route or delays in route resulting in lower cost fares shall be chosen only if the traveler is delayed no more than two (2) hours actual travel time.
16. Upon one week prior written notice, the State reserves the right to audit the airline transactions of any travel agency holding a State Authorization to establish whether, under State policy, the State is obtaining lowest applicable fares from public carriers.
17. Vendors must agree to refund to the State the difference between the cost of any ticketed airfare and the lowest available fare should there be any difference.
18. Vendors must have or obtain the following types of general business insurance:
Commercial General Liability, Automobile Liability and Workers' Compensation Insurance. Specifically, vendors shall procure, at their own expense, and maintain for the duration of the work, the following insurance coverage:
 - a. Commercial General Liability Insurance:
Combined single limit \$500,000 written on an occurrence basis;
Any aggregate limit not to be less than \$1 million;
Vendor must purchase additional insurance if claims reduce the annual aggregate below \$500,000; and
State of California to be named as additional insured on each commercial general liability policy.
 - b. Automobile Liability Insurance: Vendor to carry a minimum of \$500,000 combined single limit automobile insurance for any automobile. Vendor shall also carry \$500,000 non-owned automobile liability insurance. State of California to be named as additional insured on each automobile liability.
 - c. Standard Workers' Compensation and Employer's Liability Insurance:
This insurance shall comply with the State of California's workers' compensation statutes.
19. Certificate of Insurance will be provided as evidence of insurance for each of the coverage's listed above. Each certificate shall provide that the State of California receives thirty (30) days advance notice of cancellation. Travel agencies should submit the required certificates as an attachment to the Vendor Response Form. The required certificate must be on file with the Statewide Travel Management Program prior to the travel agency providing services to the State. Questions that vendors have concerning insurance coverage should be directed toward insurance brokers or carriers.

20. Vendors shall provide lodging reservations upon request. This service shall include initiating and confirming the reservation and room rate, and including this information on the traveler's itinerary.
21. The State may request reporting of city-pair data to include day and date of departure, car rental reservation information by vendor and location, and hotel reservation information by vendor and location from vendors with the capacity to supply such data in a format and at a frequency acceptable to the State and the vendors.
22. Vendors shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the State and client agencies, vendor shall not publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in vendors possession, to those employees on vendors staff who must have the information on a need-to-know basis, and vendor determines, or has reason to suspect, a breach of these requirements.

C. Customer Service: The Statewide Travel Management Program now seeks to maximize the opportunity of all travel agencies in the State to compete for State business while maintaining fiscally responsible policies and reporting requirements. At the same time, State agencies and State employees are sensitive to a customer service orientation not only in the services they provide but also in the services they receive. In fashioning plans to serve State agencies, travel agencies are encouraged to reflect on the service nature of their industry.

1. State agencies have varying priorities in selecting travel agencies; therefore, the selection criteria may vary. Some common criteria are:
 - Geographic location
 - Corporate experience
 - Availability of dedicated agent, agents or departments
 - Ticket deliveries: daily, emergency and overnight
 - Telephone services: multiple line, faxes, toll free
 - Quality control procedures
 - Backroom accounting and reporting capabilities
 - Assistance in American Express Reconciliation (disk/electronic data transmission)
 - Familiarity with lowest air fare policies, State objectives and culture
 - Ability to track unused tickets
 - Availability of branch offices in various strategic locations
 - Ability to collect: data identifiers (employees numbers, billing codes and exception codes)
 - Training opportunities for travelers and/to travel coordinators
 - Automated CRT information downloads and automated fare audits
 - Computerized corporate (State) and individual traveler profiles
 - Toll-free after hours services
 - Availability of standard and specialized management reports
 - Experience of travel management personnel
 - On-site or contracted service and satellite ticket printer
 - Bonding to protect against misuse, fraud or omission by travel agency employees
2. While certain standards have been established by the Statewide Travel Management Program, additional standards may be imposed by a state agency. Additionally, vendors should use ticketless air travel, electronic access to reservation information via personal computers and other means to reduce ticket distribution costs.

3. Authorized vendors may be required to assist state agencies (i.e., Department of Corrections, Department of Justice, California Highway patrol, etc.) with arrangement requiring a high level of security and confidentiality. For instance, vendors should be familiar with the Federal Aviation Agencies rules for prison escorts (armed and unarmed) and vendors should be willing to cooperate in clients agency's internal security programs.

D. Travel Agency Selection: The Statewide Travel Management Program will publish a list of vendors with State Authorizations to all accounting and business services offices, as well as all contract airlines and contract commercial car rental companies. Each state agency and the CSU, UC and Community College campuses will then select the vendor(s) that best serve their travel needs. Each state agency is to establish consistent evaluation criteria and procedures in selecting its vendor(s). Such evaluation may employ location as a factor as well as other factors involving service and/or delivery. Within these constraints, each state agency will follow an evaluation process equitable to all vendors that can fulfill the state agency's needs.

1. The Statewide Travel Management Program will advise state agencies that selecting too many travel agencies may be friendly policy, but it is not an efficient policy for the selected travel agencies or the state agency. For each travel agency selected, additional monthly reconciliation reports and other management reports will mean more work for those trying to keep control of accounting
2. The Statewide Travel Management Program will provide guidelines to state agencies that recommend the selection of only two vendors if their annual purchase of airline tickets is not expected to exceed \$500,000. Reasonable exceptions include a need for vendor's in particular areas or cities. For agencies with more then \$500,00 in common carrier charges per year, the Statewide Travel Management Program will recommend that state agencies exercise restraint such that those vendors selected have a reasonable opportunity for enough business to make their efforts worthwhile.
3. During the selection of a travel agency or agencies, all other things being equal or approximately so, state agencies may give preference to vendors having automated reservations and ticketing equipment or back office accounting, providing a direct interface between the reservation, ticketing and accounting elements such that passenger reports and summary data may be automatically generated from point of sale information.

E. Qualification of Vendors:

1. Vendors seeking to be authorized to do business with the State must have been in business as a travel agency providing services using a CRS for a minimum of two (2) years effective April 1, 2000.
2. Vendors seeking to be authorized to do business with the State must show evidence of their capacity to serve the State by furnishing the following on the Vendor Response Form with attachments as indicated:
 - a. Business name, "doing business as" (dba) or "trade name", if any, and the mailing address, telephone number and fax number of their office, and number of years in business as a travel agency providing services using a CRS.
 - b. Federal Employer identification Number (alternatively called Taxpayer ID number) by completing, signing and attaching a Payment Data Record (Attachment 1).
 - c. Authorization to do business by attaching a copy of current business license issued in California.
 - d. Location (address), telephone, fax and tollfree numbers for their home office, branch, or satellite offices, if any.

- e. Vendors must designate at least one (1) contact for the State and American Express and must inform the Statewide Travel Management Program in writing in the event of any changes in designation.
 - f. Evidence of ARC accreditation in good standing and include ARC number.
 - g. Evidence of a Certificate of Endorsement from the International Airlines Travel Agent Network (IATAN). The State requires membership in IATAN to forestall complications, refunds and acceptance regarding any foreign airline ticket.
 - h. Certificate of insurance as required on page 10 of this RFQ.
3. The above items of information must be provided on the Vendor Response Form or its attachments to it. An RFQ Response consists of the completed Vendor Response Form and required attachments. Each RFQ Response must have on top a Vendor Response Form signed in ink by the individual with authority to bind vendor contractually. The signature must indicate the title or position that the individual holds in the firm. Place the response in an envelop marked in the lower left corner "RFQ DGS OFA TA 02". The return deadline is April 30, 2002, 3:00 p.m. The RFQ Response may be sent by mail, courier service or in person, but the Response must be received prior to the Return Deadline. Send the RFQ responses with signatures in ink to:

Statewide Travel Management Program
 Department of General Services
 802 Q Street
 Sacramento, CA 95814
 Attn: Donna Carey

4. The RFQ is not to be altered or changed. Keep a copy of the RFQ and the RFQ Response for your file. Upon approval, a vendor will receive a State Authorization Certificate.

F. Implementation: The Statewide Travel Management Program will then provide information to each authorized vendor concerning the following:

- 1. **MANDATORY INITIAL TRAINING.** To do business with the State of California, all vendors seeking first time authorization must attend the Mandatory Initial Training sponsored by the Statewide Travel Management Program in June 2002. There will be one training in Northern California and one in Southern California. The State requires attendance at the Mandatory Initial Training of any outside sales people that will contact state agencies to possibly include owners and/or subcontractors and/or state account managers and/or key employees.
- 2. **RECURRENT TRAINING.** Those vendors seeking to continue doing business with the State of California are encouraged to attend the Recurrent Training sponsored by the Statewide Travel Management Program in June 2002. Again, there will be one in Northern and one in Southern California.
- 3. Statewide Travel Management Program contact person: **Donna Carey (916) 327-2068**
- 4. American Express Program contact person: **Doug Browne (530) 273-7118**
- 5. Centrally billed airfare and car rental accounts procedures.

Please note: By way of information to vendors, state agencies contact American Express, the travel card provider, to set up a centrally billed airfare and car rental account. American Express coordinates the set up of new accounts with the Statewide Travel Management Program and issues the account number to the state agency for use by its authorized travel agency.

6. All additional procedures required to serve state agencies.

G. New Technology: The Statewide Travel Management Program supports all manner of new technology.

- *Automated Booking System:* The State is poised for electronic commerce on the Internet. With few exceptions, all State agencies are connected to the Internet. Further, the State has adopted an open architecture with regard to its Internet arrangements. Travel agencies are, then, encouraged to obtain automated booking systems so long as there is no cost to the State. If automated booking systems become available that offer benefit to the State, the State may enter into one or more agreement(s) with the best provider(s) for such services.
- *E-Mail Reservation Requests:* The Statewide Travel Management Program will mount on its home page a form to enable State travelers to e-mail reservation requests to travel agencies. This form will enable travel agents to then send a tentative reservation by return e-mail for final confirmation by the traveler and then fulfillment by the travel agency. Travelers will be informed of this method of making reservations; travel agencies are encouraged to make use of this option.

H Maximum Ticketing Fee: The Department of General Services who administers the Travel Agency Request for Qualification will set a maximum Ticketing Fee amount of \$25.00 for Domestic Travel and \$100.00 for International Travel. The Ticketing Fee consists of a one-time fee including, but not limited to, processing, canceling, changes/exchanges, and ticket delivery. The Travel Agency cannot charge the State any other fees. This Ticketing Fee must be billed through the Business Travel Account (BTA) at the time of ticket purchase.

I Just Cause for Cancellation: The Statewide Travel Management Program approves State Authorizations for vendors. The travel card provider advises the Program of all centrally billed airfare accounts. The Program has identified five areas of non-performance which would lead to a cancellation of centrally billed airfare accounts with the travel card supplier by the Program.

1. Failure to follow charging procedures established through the Program and the travel card supplier, particularly in the use of centrally billed airfare/car rental accounts to assure that charges do not accrue to another travel agency.
2. Failure to provide timely and accurate reconciliation reports to state agencies.
3. Failure to make appropriate use of all State contracts for travel services, particularly airlines, lodging, and rental cars.
4. Failure to provide itineraries to state agencies, if so required.
5. Cancellation of a centrally billed airfare account as a result of vendor failure, is grounds for the Statewide Travel Management Program to rescind the vendors State Authorization.

J. Travel Agency Customer Listing: The Statewide Travel Program is requesting from each Travel Agency a listing of their government agencies. Indicate which State Agency, Court, UC, CSU or Community College your Travel Agency provides service for.

K. Small Business Application: We encourage you to apply to become a California certified small business. For your assistance, we have enclosed a "brochure" application, Small Business Certification, STD. 813, that provides information on the benefits,

eligibility, and the steps to expedite your application. If you are already a California certified small business, please pass this application along to another business person in your area who is interested in contracting with the State of California.